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STATEMENT UNDER 37 CFR 3.73(b)

| Applicant/Patent Owner: Yahool Inc. |
|--|
| Application No./Patent No.: 09/924,808 Filed/Issue Date: August 8, 2001 |
| Entitled: CONTENT ENHANCEMENT SYSTEM AND METHOD |
| |
| Yahool Inc. , a <u>Delaware corporation</u> |
| Nama of Assignee) (Type of Assignee, e.g., corporation, partnarship, university, govarnment agency, atc.) |
| states that it is: L☑ the assignee of the entire right, title, and interest; or |
| 2. In an assignee of less than the entire right, title and interest. The extent (by percentage) of its ownership interest is |
| n the patent application/patent identified above by virtue of either: |
| Assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Real <u>018850</u> . Frame <u>0374</u> , or for which a copy thereof is attached. |
| Achain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below: |
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| Additional documents in the chain of title are listed on a supplemental sheet. |
| Copies of assignments or other documents in the chain of title are attached. [NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08] |
| the undersigned (whose title ja supplied below) is authorized to act on behalf of the assignee. |
| Signature |
| John G. Rauch 312-321-4288 |
| Printed or Typed Name Telephone Number |
| Attorney for Assignee Title |

The decident of information is required by 37 CPR 373(b). The information is equired to obtain or retain a benefit by the public which is to file (and by the USPTO e) processing an experience. Or observable to see 12 minutes to USPTO e) processing an experience of the public which is to file (and by the USPTO e) processing an experience of the USPTO experience of USPTO experience

PATENT ASSIGNMENT

This patent assignment agreement ("Agreement") is entered into by and between Fysix Corporation ("AKA" Adinterax) ("Selier"), having an address at 701 First Avenue, Sunnyvale, CA, 94089., and Yahoo! Inc. ("Yahoo!"), a Delaware corporation having an address at 701 First Avenue, Sunnyvale, CA, 94089.

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby:

(A) irrevocably assigns to Yahoo!:

- (1) the entire right, title and interest, everywhere in the world to
 - (a) the issued patents and/or patent applications set forth on Exhibit 1,
 - (b) any patent applications and/or patents which may claim priority of the items in (a) (including but not limited to continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations or extensions thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties).
 - (c) any patent that may be granted on any patent application in (a) or (b), and (d) any other rights in the inventions described in any of (a), (b) or (c);
 - (all of the foregoing in (1), collectively, the "Assigned Patents");
- (2) the right to sue third parties for infringement (including but not limited to damages and injunctive relief) of any of the foregoing in (1) accruing based on activities occurring prior to the execution date heroft and
- (3) any current or future right to receive royalties based on any of the foregoing in (1) or (2); (all of the foregoing in (A), collectively, the "Assigned Rights"); and
- (B) agrees upon request (and at the expense) of Yahoo! (or its successors, assigns or legal representatives) to, and if Seller is unable or unwilling to do so authorizes Yahoo! to act in Seller's name to:
 - (1) execute all oaths, assignments, powers and any other papers;
 - (2) testify in any proceeding; and
 - otherwise take any action, and fully cooperate with Yahoo!;
- in each case, related to securing and enforcing Yahool's rights related to this Agreement; and agrees to deliver to Yahool accurate copies of all material correspondence with counsel, in Seller's or its counsel's possession, relating to ownership, filing, prosecution, infringement, validity, or enforceability of, the Assigned Patents, to the extent such has not already been delivered

| For Seller by: Signature Michael Callahan | Notary Seal: | | C. YOSHIDA Commission # 1642524 Notary Public - California Emile Class Cassily Cassily Cassily |
|--|--|----------------------------------|--|
| Name | | | s |
| Date 2-6-07 | STATE OF CALIFORNIA COUNTY OF SANTA CLA Subscribed and sworn to (| ARA | s efore me on this |
| For Yahoo!, Inc. by: | Notay of Seal: | , 20 | by by phally |
| Signature Michael Callahan | known to me or proved to evidence to be the person | me on the ba | sis of satisfactory ared before me. |
| Name | Ligh | WL | · Datie |
| Date 2-6-07 | <i>I</i> 1 | a Yoshida, No bruary 12, 2010 | |

EXHIBIT 1 - PATENTS AND PATENT APPLICATIONS

| Title | Date Filed | Country | Ser# | Status | Inventors |
|---|------------|---------|------------|-----------|----------------------------------|
| Content Enhancement System and Method | 9/8/2001 | us | 09/924,808 | Published | Marcus Doemling, Peter Matsuo |
| Content Delivery Frequency Capping Method | 8/25/2003 | US | 10/647,832 | Published | Marcus Doemling, Peter Matsuo |
| System and Method for Creating Modular Advertisements | 8/11/2004 | US | 10/915,910 | Published | Marcus Doemling, Peter Matsuo |